Exhibit A

LICHTEN & LISS-RIORDAN, P.C. 729 Boylston Street, Suite 2000 Boston, MA 02116

Declaration of Amit Brahmbatt

I, Amit Brahmbatt, declare as follows:

I am over the age of 18, and I currently live in Mount Prospect, Illinois. All the information contained in this declaration is based on my personal knowledge. If called and sworn as a witness, I could and would testify competently to it.

- 1. I have provided delivery services as a Delivery Partner through the Flex program for about 2 years. I was on Google and I saw an advertisement for Flex. I didn't have a job at the time, so I decided to sign up.
- 2. There was no interview. All I had to do was a standard background check and submit a copy of my driver's license. Around the time that I signed up I watched some videos, like about how to use the Amazon Flex app.
- 3. I have to work to pay my bills. There's a lot of bills. I have a full-time job at BMO Bank as a Teller. I work at BMO Bank 40 hours per week, 5 days per week. I work at BMO Bank Monday, Tuesday, Thursday, Friday and Saturday, from 9:00 AM through 5:00 PM. I work from when BMO Bank opens to when it closes. As a teller, I'm responsible for processing requests for deposits to and withdrawals from accounts.
- 4. I like to drive using the Amazon Flex app on days that I'm not working at BMO Bank. So a lot of the times I'll drive using the Amazon Flex app on my days off from BMO Bank, which is Wednesdays or Sundays. Sometimes, I'll drive using the Amazon Flex app after 5:00 PM if I'm not too tired from the day. Mostly, though I'll use the Amazon Flex app on Wednesdays or Sundays.
- 5. Not only do I work at BMO Bank, but I also do DoorDash and Uber Eats. On days that I am off from BMO Bank, I'll open the DoorDash, Uber Eats, and Amazon Flex apps. I'll see what each app has to offer me. I'll accept the best offer, meaning the offer that is the most money

for the least amount of time. I'll complete that delivery. Then, I'll check all the apps again and see if there are any different or better offers. There are days where I use more than one app. For example, I'll drive using the Amazon Flex app in the morning, and then I'll do DoorDash in the afternoon. I like to stay busy.

- 6. What I like about being a Delivery Partner is that no one is telling me which delivery blocks to sign up for. I get to decide which delivery blocks to sign up for. Nothing happens to me if I decide not to sign up for a delivery block.
- 7. I consider a lot of different things when deciding whether to sign up for a delivery block. As I explained, the delivery block has to fit into my busy schedule with working at BMO Bank. Because I work, as an employee, at BMO Bank full-time, I only drive using the Amazon Flex app about 15-20 hours per week.
- 8. I'll also consider the time of the day. On days that I am off from working at BMO Bank, I prefer to drive in the mornings because there is less traffic. This means that I can complete the delivery block faster. Amazon pays when I complete the delivery block, regardless of how long it takes me to complete the delivery block. For example, if a delivery block is a 4-hour delivery block, and I complete it in 3-hours, I would still get paid for the entire delivery block, even though it didn't take me 4 hours to complete. I want to finish the delivery block as fast as I can, so I can finish the tasks and get home.
- 9. Lastly, I'll consider which Amazon location I am picking up the packages from. I prefer to pick up packages at locations that are closer to my house, like the Arlington Heights or the Palatine Amazon locations. The Skokie Amazon location is a bit further, so if I could avoid going there, then I avoid it.

- 10. The process at the Arlington Heights location is that I park my car and I get out of it. I walk up to the warehouse and then an Amazon employee checks my driver's license to check me in. I am given the delivery block I signed up for. Sometimes, delivery blocks are for 3 or 4 hours. An Amazon employee brings me a cart. The carts are typically filled up, with 40 or so packages. Then, I scan a QR code that is on a sheet of paper that is on the cart to learn more information about where I'm going and the route. I bring the cart to my car, and I begin unloading the packages from the cart to my car.
- 11. When I'm unloading packages from the cart to my car, I scan all the packages individually. I've come up with a pretty great system on how I load my car. When I'm scanning the packages individually, the app will provide me with a proposed order that I am dropping the packages off I don't have to follow the app but I can if I want to. For example, the first package that I am going to drop off is package 1. If there are 40 packages, then the last package that I am going to drop off is package 40. Based on this, I will do the following. For package numbers 1 through 10, I will put the packages in my front passenger seat. For package numbers 10-20, I will put the packages in my back driver's seat. For package numbers 20-30, I will put the packages in my back passenger's seat. For package numbers 30-40, I will put them in the trunk of my car. Amazon does not direct me to do it this way, this is a system that I came up with and that works best for me.
- 12. I came up with this system completely on my own. I like this system because it saves me a ton of time. For each delivery, I know exactly where to find the package. Amazon does not dictate where to put packages in my car or how I organize the packages in my car.
- 13. When I'm done unloading the packages from the cart to my car, I return the cart to the warehouse.

- 14. When I'm at the Amazon locations, there's very little interaction with Amazon employees. The interactions with the Amazon employees are limited to them scanning my driver's license and handing me the cart.
- 15. When I'm on my routes, there's also very little interaction with Amazon employees. They don't call me when I'm on my routes. The only time I would ever talk to an Amazon employee when I'm on my routes is if there is an issue or if I'm running late on a delivery and won't complete the delivery block.
- 16. When I'm on my routes, I don't usually take breaks, but I could take a break if I wanted to. If I wanted to use the bathroom while on my routes, I could and I wouldn't have to ask Amazon's permission to do so and I wouldn't have to tell Amazon that I am doing so I simply just want to finish the route, get paid, and go home.
- 17. The Amazon Flex app provides suggested driving routes when I'm on my routes. I typically follow the suggested route, especially when I'm not familiar with the area. But I don't have to follow the suggested route. Sometimes, when I'm familiar with an area like when I'm dropping off packages around my house I don't follow the suggested route because I know the roads better.
 - 18. I pay for my own car, gas and insurance. Amazon does not pay for anything.
- 19. A lot of the times, I don't know where I am going to be delivering the packages to unless I decide to sign up for a delivery block and then go to the Amazon location and find out what the route is.
- 20. Overall, I like being a Driver Partner with Amazon Flex because it allows me to make extra money and pay my bills. It's totally up to me how much money I make driving using

the Amazon Flex app. The more blocks I decide to sign up for, the more money I make. I do what I can given that I have a full-time job.

- 21. On January 16, 2025, I spoke with an attorney from the law firm of Littler Mendelson. The attorney told me that this interview was completely voluntary and it was my own free choice to participate. I was told and understood that I had the choice to participate in the interview and I could end the interview at any time. I am providing this declaration of my own free choice, and I understand that I am under no obligation to provide it.
- 22. I declare under penalty of perjury under the laws of the United States and the State of Illinois that the foregoing is true and correct, and that this declaration was executed on this 22nd day of January 2025 in 2025 Illinois.

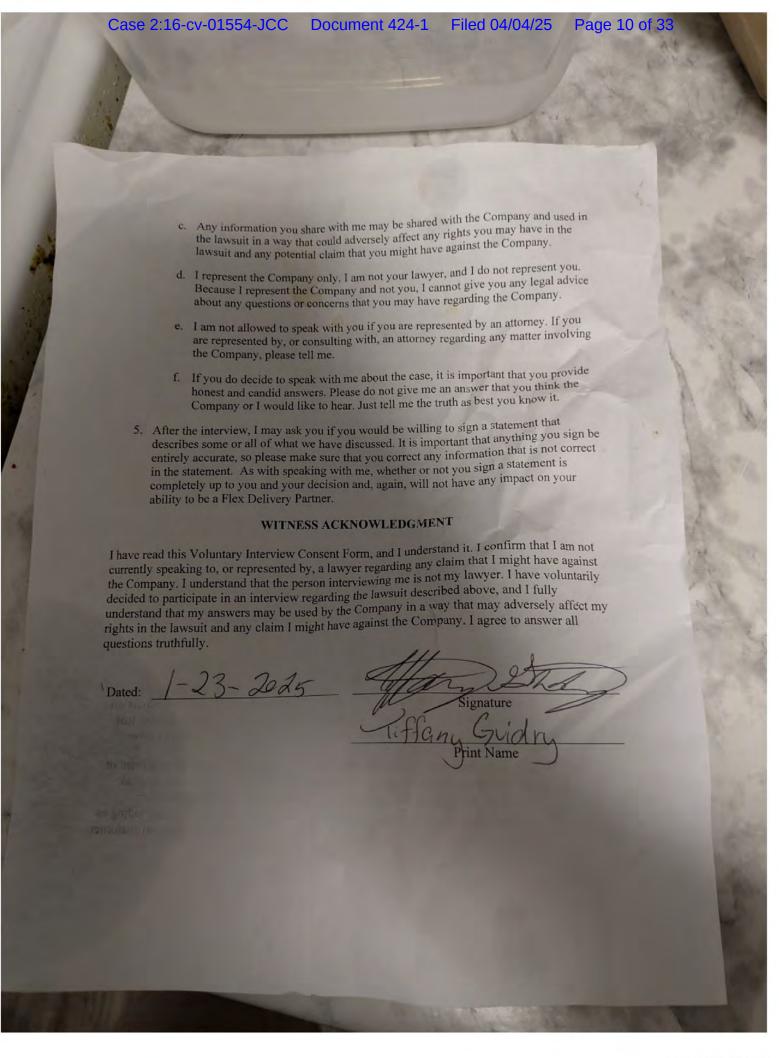
Amit Brahmbatt

- 1. My name is Maria Palivos. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
- 2. On December 2, 2024, the Court conditionally certified the federal overtime and minimum wage claims so that they may proceed on a collective action basis. The collective includes all individuals who worked as Flex Delivery Partners on or after October 27, 2013 who are not already represented by counsel on misclassification and related wage and overtime claims. You may be a part of this collective. Plaintiffs are also asking the Court to certify the state law claims as a class action. If the court does so, you may be part of the class. At some point, your rights may be affected by this lawsuit. If the lawsuit is successful, you may be entitled to receive money or other benefits.
- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
- 4. Please review and consider the following:
 - a. You are not required to speak with me. Your decision regarding whether to participate in this interview is completely voluntary and will have no impact on your ability to be a Flex Delivery Partner. Also, you can choose to answer just some of the questions that I ask, and you can end our discussion at any time.
 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- c. Any information you share with me may be shared with the Company and used in the lawsuit in a way that could adversely affect any rights you may have in the lawsuit and any potential claim that you might have against the Company.
- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
- e. I am not allowed to speak with you if you are represented by an attorney. If you are represented by, or consulting with, an attorney regarding any matter involving the Company, please tell me.
- f. If you do decide to speak with me about the case, it is important that you provide honest and candid answers. Please do not give me an answer that you think the Company or I would like to hear. Just tell me the truth as best you know it.
- 5. After the interview, I may ask you if you would be willing to sign a statement that describes some or all of what we have discussed. It is important that anything you sign be entirely accurate, so please make sure that you correct any information that is not correct in the statement. As with speaking with me, whether or not you sign a statement is completely up to you and your decision and, again, will not have any impact on your ability to be a Flex Delivery Partner.

I have read this Voluntary Interview Consent Form, and I understand it. I confirm that I am not currently speaking to, or represented by, a lawyer regarding any claim that I might have against the Company. I understand that the person interviewing me is not my lawyer. I have voluntarily decided to participate in an interview regarding the lawsuit described above, and I fully understand that my answers may be used by the Company in a way that may adversely affect my rights in the lawsuit and any claim I might have against the Company. I agree to answer all questions truthfully.

Dated:	1/22/2025	Bukt
		A648F84A062D4E2 Signature
		Ankit D Brahmbhatt
		Print Name



Declaration of Joe Rodriguez

I, Joe Rodriguez, declare as follows:

I am over the age of 18, and I currently live in Lake Zurich, Illinois. All the information contained in this declaration is based on my personal knowledge. If called and sworn as a witness, I could and would testify competently to it.

- 1. I have provided delivery services as a Delivery Partner through Flex for about a year. I like to do things my way, be my own boss and be in control. That's what I love about making deliveries using the Amazon Flex app it allows me to do things my way, be my own boss and be in control.
- 2. As a Delivery Partner, I can sign up for whichever delivery blocks that I want. No one is telling me which delivery blocks to sign up for. Nothing happens if I decide not to sign up for a delivery block. Because I am in control of which delivery blocks I sign up for, I make my own schedule and decide when I work.
- 3. For example, I didn't sign up for any delivery blocks for about 3 and a half weeks, from mid-December 2024 through mid-January 2025. I wanted to take some time for the holidays, spend time with my kids, celebrate my birthday, and relax. When I began signing up for delivery blocks again, Amazon did not ask me where I have been or why didn't I sign up for any delivery blocks in the 3 and a half weeks. I am able to make my own schedule, and Amazon does not have a say in how much time I take between blocks or when I take it.
- 4. As another example, I sign up for delivery blocks that work for my daily schedule. I drop off my kids in the morning at school, and then I prefer to sign up for delivery blocks that start at 10:00 AM or 12:00 PM. This gives me enough time to complete the delivery blocks before I have to pick up my kids from school at 5:30 PM.

- 5. Because I like being my own boss, I am an entrepreneur. I own my own construction company with my grandfather called "Custom Concrete Patios." As the owner of the company, I write proposals and conduct consultations. Also, I supervise a team of 5 people. My grandfather started teaching me concrete when I was 10 years old, and then at 15 or 16 I was a lead finisher. I still do the manual work, but mostly now my responsibilities are managerial.
- 6. I fill my time with a lot of different ventures. For example, I also make deliveries using the Roadie app, the Spark app, DoorDash, and Instacart. Through the Roadie app, I make deliveries for Home Depot, Lowes, Walgreens, and CVS. I may also make luggage deliveries for certain airlines, like Southwest and Delta. Through the Spark app, I make deliveries for Walmart. I haven't been doing deliveries using the Roadie or Spark apps as frequently recently, because I've been more focused on Amazon Flex, DoorDash, and Instacart.
- 7. Sometimes, I use the Amazon Flex app and another delivery app in the same day. For example, if there is not a delivery block available that works for my schedule, then I'll just open up another one of the apps, like DoorDash or Instacart and see what offers they have available. If I like an offer, then I'll sign up for it and check the Amazon Flex app again later to see if there are any new offers that work for my schedule. I do this several times a week.
- 8. I also like that Amazon pays me for my blocks quickly. With some jobs, you have to wait a while to get paid. But when I use the Amazon Flex app, I am in control of when I decide to do deliveries, and I get paid for it quickly.
- 9. When deciding which delivery blocks to sign up for, the most important thing that I consider is if it works for my schedule. Like I said, I pick up my kids from school, so I sign up for delivery blocks that allow me to do this. But that isn't the only thing that I consider when deciding what delivery blocks to sign up for. I also consider what location I am picking up the

packages from. Some locations, like Arlington Heights, services customers that live in Chicago. I prefer not to go to Chicago because I'm not really familiar with it. I prefer to go to places that I am familiar with, like the suburbs, where I live.

- 10. Another thing that I consider when deciding whether to sign up for delivery blocks is how much money Amazon offers for the delivery block. If I think the offer is too low, I won't accept it. I often do calculations in my head, like what the delivery block would be per hour to determine whether it would be worth it for me to sign up for the delivery block.
- 11. Lastly, another thing that I consider when deciding whether to sign up for delivery blocks is the time of year. I prefer signing up for delivery blocks in the summer, because there's no school buses on the roads. School buses on the roads really slow me down, though I generally complete routes quicker than the time Amazon estimates that it is going to take me to complete the route.
- 12. For example, if there is a 4-hour delivery block, sometimes I'll complete the delivery block in 2 or 3 hours. This is because I'm a good driver and I know the roads. The Amazon Flex app shows you a route that you can follow and gives you directions, but I don't always follow the route or the directions. Nothing happens to me if I decide not to follow the route or the directions. Sometimes, I decide not to follow the route or the directions because I know which areas or streets to avoid because the traffic is bad. The Amazon Flex app doesn't always pick up on traffic patterns or if there is a bus route that is slowing things down and sometimes gets confused with one-way streets. If this happens, I won't follow the suggested route in the Amazon Flex app. I'll close the app and use Google Maps which is displayed on the screen on my car.
- 13. During a delivery block, I can take breaks whenever I want. I don't have to tell Amazon when I'm taking a break. I tend to take a lot of breaks. I might stop and get fast food or a

Red Bull, or I might stop for gas. If I've been driving for a while, I might pull over for 5 minutes just to take a break from the road.

- 14. I have very little interaction with Amazon employees. When I'm on my routes, Amazon employees do not call me. When I'm picking up packages at an Amazon location, the interaction is very limited. The interaction is only for a couple of seconds. For example, at the Arlington Heights location, the process is as follows: I park my car, turn off my engine and walk up to a kiosk at the warehouse. An Amazon employee scans my driver's license to verify that it's me, I get my route and then he hands me a cart. I then take the cart, scan the QR code that's on the sheet of paper on the cart, return to my car and load up the packages in my car. As I'm loading up the packages in my car, I scan all the packages individually. Then, I leave and begin my route. I like the fact that there's limited interaction because it allows me to focus on the work.
- 15. One of the best things that Amazon does in my opinion is you are allowed to cancel a delivery block after you signed up for it. I believe you have 45 minutes or an hour before the delivery block is set to start to cancel. If you wake up one morning feeling sick, you can cancel the delivery block for later that day. I have not experienced any repercussions from Amazon for canceling a delivery block.
- 16. My mom always said, you are the company that you keep. As an independent contractor, the time that I put into it is what I get out of it. The more delivery blocks that I decide to sign up for, the more that I get out of it. I like to think of it as I'm building my own company, being responsible and it's all on my own time. I control my own destiny.
- 17. On January 15, 2025, I spoke with an attorney from the law firm of Littler Mendelson. The attorney told me that this interview was completely voluntary and it was my own free choice to participate. I was told and understood that I had the choice to participate in the

interview and I could end the interview at any time. I am providing this declaration of my own free choice, and I understand that I am under no obligation to provide it.

Joe Rodriguez

- 1. My name is Maria Palivos. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
- 2. On December 2, 2024, the Court conditionally certified the federal overtime and minimum wage claims so that they may proceed on a collective action basis. The collective includes all individuals who worked as Flex Delivery Partners on or after October 27, 2013 who are not already represented by counsel on misclassification and related wage and overtime claims. You may be a part of this collective. Plaintiffs are also asking the Court to certify the state law claims as a class action. If the court does so, you may be part of the class. At some point, your rights may be affected by this lawsuit. If the lawsuit is successful, you may be entitled to receive money or other benefits.
- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
- 4. Please review and consider the following:
 - a. You are not required to speak with me. Your decision regarding whether to participate in this interview is completely voluntary and will have no impact on your ability to be a Flex Delivery Partner. Also, you can choose to answer just some of the questions that I ask, and you can end our discussion at any time.
 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- c. Any information you share with me may be shared with the Company and used in the lawsuit in a way that could adversely affect any rights you may have in the lawsuit and any potential claim that you might have against the Company.
- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
- e. I am not allowed to speak with you if you are represented by an attorney. If you are represented by, or consulting with, an attorney regarding any matter involving the Company, please tell me.
- f. If you do decide to speak with me about the case, it is important that you provide honest and candid answers. Please do not give me an answer that you think the Company or I would like to hear. Just tell me the truth as best you know it.
- 5. After the interview, I may ask you if you would be willing to sign a statement that describes some or all of what we have discussed. It is important that anything you sign be entirely accurate, so please make sure that you correct any information that is not correct in the statement. As with speaking with me, whether or not you sign a statement is completely up to you and your decision and, again, will not have any impact on your ability to be a Flex Delivery Partner.

I have read this Voluntary Interview Consent Form, and I understand it. I confirm that I am not currently speaking to, or represented by, a lawyer regarding any claim that I might have against the Company. I understand that the person interviewing me is not my lawyer. I have voluntarily decided to participate in an interview regarding the lawsuit described above, and I fully understand that my answers may be used by the Company in a way that may adversely affect my rights in the lawsuit and any claim I might have against the Company. I agree to answer all questions truthfully.

Dated:	1/24/2025	Prog Blynn
	-	OE44AB07AF914AD. Signature
		JOSEPH EDWARD RODRIGUEZ
		Print Name

- 1. My name is Lukasz Gilewski. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
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- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
- 4. Please review and consider the following:
 - a. You are not required to speak with me. Your decision regarding whether to participate in this interview is completely voluntary and will have no impact on your ability to be a Flex Delivery Partner. Also, you can choose to answer just some of the questions that I ask, and you can end our discussion at any time.
 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- c. Any information you share with me may be shared with the Company and used in the lawsuit in a way that could adversely affect any rights you may have in the lawsuit and any potential claim that you might have against the Company.
- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
- e. I am not allowed to speak with you if you are represented by an attorney. If you are represented by, or consulting with, an attorney regarding any matter involving the Company, please tell me.
- f. If you do decide to speak with me about the case, it is important that you provide honest and candid answers. Please do not give me an answer that you think the Company or I would like to hear. Just tell me the truth as best you know it.
- 5. After the interview, I may ask you if you would be willing to sign a statement that describes some or all of what we have discussed. It is important that anything you sign be entirely accurate, so please make sure that you correct any information that is not correct in the statement. As with speaking with me, whether or not you sign a statement is completely up to you and your decision and, again, will not have any impact on your ability to be a Flex Delivery Partner.

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\ Dated:	1-27-2025	JAX
		Signature
		Robert Marre
		Print Name

- 1. My name is Lukasz Gilewski. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
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- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
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 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
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Sergio horaco Print Name Dated: & 1/27/25

- 1. My name is Jeffrey Fasoldt. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
- 2. On December 2, 2024, the Court conditionally certified the federal overtime and minimum wage claims so that they may proceed on a collective action basis. The collective includes all individuals who worked as Flex Delivery Partners on or after October 27, 2013 who are not already represented by counsel on misclassification and related wage and overtime claims. You may be a part of this collective. Plaintiffs are also asking the Court to certify the state law claims as a class action. If the court does so, you may be part of the class. At some point, your rights may be affected by this lawsuit. If the lawsuit is successful, you may be entitled to receive money or other benefits.
- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
- 4. Please review and consider the following:
 - a. You are not required to speak with me. Your decision regarding whether to participate in this interview is completely voluntary and will have no impact on your ability to be a Flex Delivery Partner. Also, you can choose to answer just some of the questions that I ask, and you can end our discussion at any time.
 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- c. Any information you share with me may be shared with the Company and used in the lawsuit in a way that could adversely affect any rights you may have in the lawsuit and any potential claim that you might have against the Company.
- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
- e. I am not allowed to speak with you if you are represented by an attorney. If you are represented by, or consulting with, an attorney regarding any matter involving the Company, please tell me.
- f. If you do decide to speak with me about the case, it is important that you provide honest and candid answers. Please do not give me an answer that you think the Company or I would like to hear. Just tell me the truth as best you know it.
- 5. After the interview, I may ask you if you would be willing to sign a statement that describes some or all of what we have discussed. It is important that anything you sign be entirely accurate, so please make sure that you correct any information that is not correct in the statement. As with speaking with me, whether or not you sign a statement is completely up to you and your decision and, again, will not have any impact on your ability to be a Flex Delivery Partner.

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Dated: 1/29/2025 Mouri Hyb Nown Signature

Manica I HI SKA NOWNAN)

Print Name

DECLARATION OF USMAN SIDDIQUI

- I, Usman Siddiqui, hereby declare as follows:
- 1. I am over the age of 18 and have personal knowledge of the factual statements set forth in this declaration. If called to testify as to the factual statements set forth in this declaration, I could do so accurately and competently.
 - 2. I live in Mashpee, Massachusetts.
- 3. I have used the Flex app to provide delivery services for about three years. I have also provided driving services using the Uber app for the last five years, and the Lyft app for almost five years.
- 4. I like delivering packages through the Flex app, along with driving for Uber and Lyft, because it is flexible and I can work anytime I want.
- 5. Right now, I spend more time doing trips with Uber than Lyft or delivering packages through Flex, but this changes depending on the time of year.
- 6. For example, Flex is busier in November and December, so I always look for Flex blocks then. If there aren't any Flex blocks, I will start looking for trips on the Uber app.
- 7. When the Flex app has more blocks, I like to do two Flex blocks every day for a total of 3-4 hours each day.
- 8. I like to pick up blocks at Amazon's Plymouth, Massachusetts location because it is close to my home, and the Amazon staff who work there are nice and helpful.
- 9. After I sign up for a block I drive to the Plymouth location, and the Amazon staff point me in the direction of a parking space where there is a cart with orders for delivery that I can load into my car.
- 10. The cart has a piece of paper for me to scan and before I scan that paper I can see where the deliveries are going.
- 11. Until I scan the piece of paper, the packages are not my responsibility yet, so if the deliveries are far away, I can ask the staff at Plymouth to switch and give me a different order.
 - 12. The people at Plymouth have helped me switch my order on a few occasions.

- 13. There have been a few times when I turned down an order after signing up for a block, and there was no penalty. I am still able to sign up for the blocks I want and make deliveries.
- 14. After I pick up the packages for my delivery block, there is a suggested delivery route in the Flex app, but I don't have to follow it. Most of the time, I follow the route, but sometimes I change it up so that I will end up making my last deliveries closer to where I live.
- 15. I usually don't take a break during a block because it's just a three-hour block, so there's no need for a break. However, no one has told me that I can't take breaks. For example, if I have to use the restroom, I can, and I don't have to ask anyone to take a break.
- 16. If people ask me what I do, I tell them I'm an independent contractor. I love the flexibility, and I like that I do my own thing.
 - 17. I can choose whether to sign up for blocks through the Flex app.
- 18. On January 16, 2025, I spoke with an attorney from the law firm of Littler Mendelson. The attorney told me that this interview was completely voluntary, and it was my own free choice to participate. I was told and understood that I had the choice to participate in the interview and I could end the interview at any time. I am providing this declaration of my own free choice, and I understand that I am under no obligation to provide it.

I declare under penalty of perjury and the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 30th day of January 2025.

Usman Siddiqui

DocuSigned by

- 1. My name is Matt Lynch. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
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- 3. I would like to interview you about the facts alleged in the lawsuit so that I can prepare the Company's defense. However, before I can interview you, I need to explain my role and to make sure you understand your rights. My goal is to provide you with sufficient information to allow you to make an informed decision regarding whether to speak with me about the case.
- 4. Please review and consider the following:
 - a. You are not required to speak with me. Your decision regarding whether to participate in this interview is completely voluntary and will have no impact on your ability to be a Flex Delivery Partner. Also, you can choose to answer just some of the questions that I ask, and you can end our discussion at any time.
 - b. If you do choose to speak with me, you will not receive any special treatment or benefits from the Company for doing so. Likewise, if you decide not to speak with me, you will not be subject to any discipline or negative treatment in connection with any relationship you may have with the Company including as a Flex Delivery Partner or otherwise, so further including as an Amazon customer or seller, just for example for making that decision.

- c. Any information you share with me may be shared with the Company and used in the lawsuit in a way that could adversely affect any rights you may have in the lawsuit and any potential claim that you might have against the Company.
- d. I represent the Company only. I am not your lawyer, and I do not represent you. Because I represent the Company and not you, I cannot give you any legal advice about any questions or concerns that you may have regarding the Company.
- e. I am not allowed to speak with you if you are represented by an attorney. If you are represented by, or consulting with, an attorney regarding any matter involving the Company, please tell me.
- f. If you do decide to speak with me about the case, it is important that you provide honest and candid answers. Please do not give me an answer that you think the Company or I would like to hear. Just tell me the truth as best you know it.
- 5. After the interview, I may ask you if you would be willing to sign a statement that describes some or all of what we have discussed. It is important that anything you sign be entirely accurate, so please make sure that you correct any information that is not correct in the statement. As with speaking with me, whether or not you sign a statement is completely up to you and your decision and, again, will not have any impact on your ability to be a Flex Delivery Partner.

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Dated:	1/29/2025	Docusigned by:
	-	6028B106B717486 Signature
		Usman siddique
		Print Name

Declaration of Jerry Rosales

I, Jerry Rosales, declare as follows:

I am over the age of 18, and I currently live in Lombard, Illinois. All the information contained in this declaration is based on my personal knowledge. If called and sworn as a witness, I could and would testify competently to it.

- 1. I have provided delivery services as a Delivery Partner through Amazon Flex on and off since late 2017. I am the type of person who cannot sit still, and I am always looking for opportunities to earn extra money on the side, so Amazon Flex is the perfect fit.
- 2. When I signed up with Amazon Flex, there was no interview. All I had to do was answer a couple of questions in the app about my background and my vehicle. After I was approved to use the app, I watched a couple of online informational videos provided by Amazon. Amazon did not ask for confirmation that I completed the videos, and I was not tested on the content of the videos.
- 3. Prior to signing up with Amazon Flex, I worked at Home Depot for seven (7) years as a Professional Services Supervisor. I no longer work at Home Depot. Rather, I am self-employed: I provide delivery services as a Delivery Partner through Amazon Flex and I provide transportation services on the Uber app. I split my time evenly between the two apps.
- 4. As a Delivery Partner, I have complete flexibility when choosing whether to sign up for a delivery block. Amazon Flex is the perfect name for the service, as I have the flexibility to make my own schedule.
- 5. I can sign up for as many delivery blocks as I want; Amazon does not dictate how many or which delivery blocks I choose to accept. For example, in December, I signed up for two delivery blocks a day every day for three weeks. I can also choose not to accept any delivery block. For example, I went on vacation with my family the week of Christmas and did not pick up any

delivery blocks. I did not inform anyone at Amazon that I would be taking a vacation, and when I began signing up for delivery blocks again, no one at Amazon questioned me.

- 6. When deciding whether to sign up for a delivery block, I consider the time of day, the weather, and, sometimes, depending on the location of the Amazon facility, the compensation offered for the block. I can also cancel a delivery block that I've signed up for with no penalty, provided I inform Amazon at least 45 minutes in advance. For example, I recently signed up for a delivery block at the Skokie facility beginning at 3:30 am, but when I woke up at 2:00 am, I did not feel well, so I cancelled the delivery block. When I woke up later in the morning, I felt better and was able to sign up for another delivery block right away. This is one of the reasons I like providing delivery services as a Delivery Partner; I have no one to report to. I am my own boss.
- 7. I typically pick up two delivery blocks a day during times that work for me. For example, I do not like to pick up delivery blocks when surge pricing is active with Uber. During those times, I like to provide transportation services using the Uber app. Having grown up in Texas, I am also a huge football fan and will avoid picking up a delivery block when there is an important game on. I like having the flexibility to make my own schedule so I can always attend or watch games.
- 8. My decision to pick up a delivery block is also dependent on the weather. If it is clear outside, I pick up a delivery block. However, I rarely pick up a delivery block after it has snowed, as many customers do not shovel their walkways and I do not want to injure myself. I also avoid picking up a delivery block when it is very cold outside. For example, last week, when the wind chill in Chicago was -29 degrees, I did not sign up for any delivery blocks. On days like that when it is so cold, I choose not to provide any delivery services through Flex.

- 9. While I typically pick up delivery blocks from the Downers Grove, Melrose Park, or Skokie facilities, if there is a delivery block available at a Chicago Amazon facility, I pick it up, as I can earn more than I would with a delivery block from the suburbs because the price for blocks in the city are offered with higher service fees.
- Approximately 70% of the delivery blocks I sign up for originate from the Downers Grove facility. When I have signed up for a delivery block, I arrive at the facility, press the "I'm here" button in the Amazon Flex app, and get in line behind the other Delivery Partners. Once I am at the front of the line, an Amazon employee scans my ID, just to confirm my identity, and then I know to go to a particular lane to begin the pick-up process. I pull into that lane, turn my car off, and scan the route sheet, which tells me where my route is, and the number of packages in the block. I then scan the packages, sort them, and load them into my car. This process takes about fifteen minutes. I'm responsible for the sorting and loading of the packages into my car and can do so in the way that makes the most sense for me.
- 11. Amazon does not direct me to organize packages in any specific way; I am free to organize the packages in whichever way I see fit. I have a method for organizing the packages to make delivering the packages quicker and easier for me. The packages for stops 1 through 10 are placed in my passenger seat; for stops 1 through 20 behind the driver's seat; for stops 21 through 31 behind the passenger seat; and for stops 31 and above, in the trunk. My system saves me a lot of time, as I know exactly where to find each package.
- 12. The Amazon Flex app provides a suggested route for delivering the packages. I typically follow the suggested route, because it works for me. However, I am not required to follow the suggested route.

13. It almost always takes me less time to finish my delivery block than Amazon

estimates. When I finish early, I am still paid for the entire delivery block.

14. During a delivery block, I have the option to take breaks at any time. I do not usually

take breaks. However, on the occasion I do take a break, I can do so at any time, without asking or

telling Amazon.

15. I have very little interaction with Amazon employees. When I'm at an Amazon

facility, my interactions with Amazon employees are limited to them scanning my ID and directing

me to a certain lane. On occasion, if I am missing a package, I will alert an Amazon employee who

will remove the package from my route. While I'm on a route, I only speak with an Amazon

employee if I discover I am missing a package or have an extra package.

16. On January 23, 2025, I spoke with an attorney from the law firm of Littler

Mendelson. The attorney told me that this interview was completely voluntary and it was my own

free choice to participate. I was told and understood that I had the choice to participate in the

interview and I could end the interview at any time. I am providing this declaration of my own

free choice, and I understand that I am under no obligation to provide it.

17. I declare under penalty of perjury under the laws of the United States and the State

of Illinois that the foregoing is true and correct, and that this declaration was executed on this 1st

day of January 2025 in Illinois.

Jerry Rosales

Jerry Rosales

- 1. My name is Kaytee Okon. I am an attorney representing Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services Inc. ("Amazon" or the "Company") in a class and collective action lawsuit filed against the Company on behalf of current and former individuals classified by the Company as independent contractor Amazon Flex Delivery Partners ("the Plaintiffs"). The lawsuit claims that Amazon Flex Delivery Partners (whom I will refer to simply as Flex Delivery Partners) should have been classified as employees under federal and various state laws. As a result of this alleged misclassification, the Plaintiffs claim that Amazon violated certain provisions of the federal and state law applicable to employees regarding payment of minimum and overtime wages, payment of tips, unlawful deductions, failure to reimburse certain expenses, and failure to provide accurate wage statements. Amazon disputes these allegations and maintains that it correctly classified Flex Delivery Partners as independent contractors. There has not been a decision by the court as to whether Plaintiffs' position or the Company's position is the correct one.
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Dated: _	1/31/2025	Jerry Rosales
		Signature
		Jerry Rosales
		Print Name